

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
DE-AM24-98OH20053

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2. AMENDMENT / MODIFICATION NO
M0113. EFFECTIVE DATE
July 1, 20034. REQUISITION / PURCHASE REQ NO
N/A

5. PROJECT NO (If applicable)

6. ISSUED BY CODE

U.S. Department of Energy
Ohio Field Office
175 Tri-County Parkway
Springdale, OH 45246-3222

7. ADMINISTERED BY (If other than Item 6)

Same as Block 6

CODE

Lisa Kosko, Contract Specialist, 513-246-0101

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Envirocare of Utah
605 North 5600 West
Salt Lake City, UT 84116

(X) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT / ORDER
NO.

DE-AM24-98OH20053

10B. DATED (SEE ITEM 13)

June 30, 1998

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS / ORDERS,
IT MODIFIES CONTRACT / ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 43.1D. OTHER (Specify type of modification and authority)
X FAR 43.103(b)/Terms and Conditions of Basic Contract DE-AM24-98OH20053E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT / MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Vik Mani Vice President, BD	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ralph E. Holland Contracting Officer
15B. CONTRACTOR / OFFEROR <i>Vik Mani</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>Ralph E. Holland</i> (Signature of Contracting Officer)
15C. DATE SIGNED 8/12/03	16C. DATE SIGNED 8/20/03

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev 10-83)
FAR (48 CFR) 53.243

1. The purpose of this modification is to establish the price schedule for contract year six (July 1, 2003 through June 30, 2004), incorporate recent changes to the terms and conditions under which the contractor will provide the disposal of debris at soil prices, and change the address for the issuing agency on Standard Form 30, Block 6.

2. Standard Form 30, Block 6, Issued By, changed as follows:

FROM:

U.S. Department of Energy
Ohio Field Office
P.O. Box 3020
Miamisburg, OH 45343-3020

TO:

U.S. Department of Energy
Ohio Field Office
175 Tri-County Parkway
Springdale, OH 45246-3222

3. Contract prices for contract year six (July 1, 2003 through June 30, 2004) are hereby established as follows: (See Page 3 of 4)

ITEM	MODE OF DELIVERY	UNIT	UNIT PRICE
0001	Soil disposal by lined railcar or disposable bulk container by rail	Cubic Yard	\$141.77
0002	Soil disposal by lined truck or disposable bags by truck	Cubic Yard	\$141.55
0003	Soil disposal by lined container by railcar	Cubic Yard	\$171.89
0004	Soil disposal by lined container by truck	Cubic Yard	\$168.55
0005	Debris disposal by truck, rail, or container	Cubic Yard	\$397.14
0006	Waste treatment as required to achieve conformance with applicable waste acceptance for moisture content	Cubic Yard	\$400.00
0007	Disposal of oversized debris by truck, rail, or container	Cubic Yard	\$455.49
0008	Final cleaning of railcars for unlimited release	Railcar	\$600.00
0009	Final cleaning of trucks for unlimited release	Truck	\$300.00
0010	Final cleaning of containers for unlimited release	Container	\$300.00
0011	Debris disposal at soil disposal price by lined railcar, including bulk container by rail	Cubic Yard	\$141.77
0012	Debris disposal at soil disposal price by lined truck or disposable bags by truck, including lined bulk container by truck	Cubic Yard	\$141.55
0013	Debris disposal at soil disposal price by lined container by railcar	Cubic Yard	\$171.89
0014	Debris disposal at soil disposal price by lined container by truck	Cubic Yard	\$168.55

4. As a condition of receiving the disposal price as specified in items 0011 through 0014, the Government will:

- a. Ensure that debris to be disposed of at soil disposal prices arrives at the contractor's Clive, Utah disposal facility between one (1) and seven (7) calendar days prior to the arrival of a Fernald unit train. Failure to comply with this requirement will result in the debris delivered under items 0011 through 0014 being disposed of by the contractor and invoiced at the debris disposal price specified under line item 0005 of the contract;

- b. Identify shipments of debris under line items 0011 through 0014 on Envirocare Form EC-98096 (5-Working Day Advanced Shipment Notification Form). This identification will be provided in the comments section of Envirocare Form 98096 and will include, as a minimum, the shipment number(s) and applicable line item number for disposal of debris at soil prices. The volume of incompressible (concrete, stone, or solid metal) shall not exceed 17% of the volume of waste delivered by the Fernald train unit or soil delivered by the generator of the debris waste; and the volume of compressible debris (all other debris types) shall not exceed 10% of the volume of waste delivered by the Fernald unit train or soil delivered by the generator of the debris waste. Waste streams containing debris shall be designated as either an incompressible or compressible debris waste stream by the type of debris waste that makes up a majority of the debris. Debris delivered in the Fernald unit train shall reduce the total volume of soil available to other generators for blending purposes to allow debris disposal at soil disposal prices.
 - c. Assume all responsibility for coordinating the arrival of shipments to comply with the schedule conditions specified in paragraph 3.a. above.
 - d. Oversize debris as defined by condition 55 of Envirocare's Radioactive Material License shall not qualify for shipment under these line items 0011 through 0014.
 - e. For purposes of calculating the contractor's obligation under Article 6, RECEIPT, OFFLOAD FOR DISPOSAL, AND RELEASE FOR RETURN, of the contract, shipments made under line items 0011 through 0014 will be considered to be first received for disposal on the date the Fernald unit train arrives at the contractor's Clive, Utah disposal facility. The Government shall be responsible for demurrage based upon the date of actual delivery to the facility and the date considered first received.
 - f. The prices specified in line items 0011 through 0014 are not applicable if either the debris to be disposed of at soil prices or the Fernald unit train shipment is found to be in nonconformance with the contractor's applicable licenses or permits.
 - g. The conditions contained in paragraph 3 of this modification are applicable to the remaining period of performance, including any remaining options, if exercised, of the contract.
 - h. Waste specifically defined in Envirocare licenses, permits, and/or approved operating procedures that require particular debris waste types to be disposed at ratios greater than 9 to 1, shall not qualify for shipment under these line items 0011 through 0014.
5. All other terms and conditions of the contract, as amended, are unchanged and remain in full force and effect.